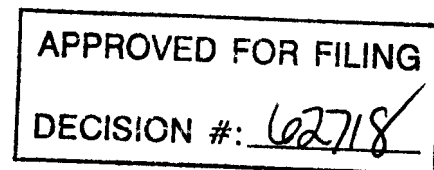


# ORIGINAL

## TITLE SHEET

### ARIZONA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for interexchange telecommunication services provided by American Fiber Network, Inc. (AFN), with principal offices at 9401 Indian Creek Parkway, Suite 140, Overland Park, KS 66210. This tariff applies for services furnished within the state of Arizona. This tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business and/or at the Arizona Corporation Commission at 1200 W. Washington Street, Phoenix, AZ 85007.



Issued: June 30, 2000

Issued by:

Effective: June 30, 2000

Robert E. Heath, Vice President  
9401 Indian Creek Parkway, Suite 140  
Overland Park, Kansas 66210

**CHECK SHEET**Current sheets in the tariff are as follows:

<u>Sheet</u>	<u>Revision</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
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SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- D To signify discontinued material, including listing, rate, rule or condition.
- I To signify increase.
- M To signify that material has been transferred from another sheet or place in'the Tariff.
- N To signify new material including listing; rate, rule or condition
- R To signify reduction.
- T To signify a change in wording of'text but not a change in rate, rule or condition.

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CUSTOMER CONTACT INFORMATION

Customer Contact - For establishment of service, complaints and inquires regarding service and billing, or reporting or inquiring about network outages or service problems.

American Fiber-Network, Inc.  
9401 Indian Creek Pkwy, Suite 140  
Overland Park, KS 66210  
Customer Service: Toll Free 1-800-864-0583  
Maintenance Toll Free: 1-800-864-0583

Commission Contact - For complaints, inquiries and matters concerning rates, terms or conditions, of this tariff.

American Fiber Network, Inc.  
Robert E. Heath; Vice President  
9401 Indian Creek Pkwy, Suite 140  
Overland Park, KS 66210  
Direct: (913) 338-2658  
Fax: (913) 661-0538

TARIFF FORMAT SHEETS

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version- on file with the ARIZONA CORPORATION COMMISSION. For example, the 4<sup>th</sup> revised Sheet 14 cancels the 3<sup>rd</sup> revised Sheet 14. Because of various suspension periods, de-ferrals, etc., the ARIZONA CORPORATION COMMISSION follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

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**TARIFF FORMAT SHEETS, (con.t)**

- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.  
2.1.  
2.1.1.  
2.1.1.A.  
2.1.1.A.1.  
2.1.1.A.1.(a).  
2.1.1.A.1.(a).I.  
2.1.1.A.1.(a).I.(i)-  
2.1.1.A.1.(a).I.(i).(1).

- D. Check Sheets** - When a tariff filing is made with the ARIZONA CORPORATION COMMISSION, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Utilities Division of the Arizona Corporation Commission.

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**SECTION 1 - DEFINITIONS**

The following definitions are used throughout this tariff.

**Automatic Number Identification (ANI):** Allows the automatic transmission of- ~~caller's~~ **billing** account. telephone **number** to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

**Company or American-~ Fiber Network, Inc.:** The 'issuer of this tariff.

**Customer or Subscriber:** The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with--the--Company's regulations.

**Day:** From 8:00 AM up to but not including 5:00 PM local time Sunday through Friday.

**Evening:** From 5:00 PM up to but not including. 11:00 PM local time Sunday through Friday.

**Holidays:** The **Company's** recognized holidays are New Year's Day, July 4<sup>th</sup>, Thanksgiving and Christmas Day.

**Night/Weekend:** From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

**Service Commencement Date:** The first day following the date on which the Company notifies the Customer 'that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

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SECTION 2 RULES **AND** REGULATIONS

## 2.1 Undertaking of the Company:

## 2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way transmission between points within the State of Arizona.

The services **offered** herein may be used for any lawful purpose. However, resellers must be certified by the Arizona Corporation Commission as an **Interexchange** Carrier. The Customer remains liable for all obligations under this tariff even if such sharing or resale arrangements exist regardless of the Company's knowledge of these arrangements. **If service** is jointly ordered by more than one Customer, each is jointly and severally liable for all obligations.

Company service-s- **may** be connected to the services or facilities of other communications carriers only when authorized- by, and in accordance with, the terms and conditions of **any** tariff or tariff of such other communications carriers.

The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

The services of- t-he Company are furnished for the transmission of voice communications but may also be used for data, facsimile, signaling, metering, or other similar communications, subject to the transmission capabilities of the **technologies** o-r combination of technologies available. Service is available twenty-four hours a day, seven days a week.

2.2 Shortage of **Equipment** or Facilities

The Company reserves the right to limit or to allocate the use of its existing and future **facilities** when necessary because of a lack of facilities or due to any cause beyond the Company's control.

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**SECTION 2 RULES AND REGULATIONS (con.t)****2.2 Shortage of Equipment or Facilities, (con.t)**

The furnishing of service under this tariff is subject to the availability on a continuing basis of all facilities necessary to provide the service. Services will be provided using the Company's fiber optic and other facilities as well as facilities the Company may obtain from other carriers.

**2.3 Selection of Transmission**

The Company selects and/or arranges for directly or with its underlying carrier(s) the channels and/or service components and underlying network facilities used to provide service. The Company may modify or change the channels, service components and underlying Company facilities or underlying carrier at any time subject to Part 68 of the FCC's Rules and Regulations and this tariff.

**2.4 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not **specific** to an **individual** Customer but affect many Customers' services. No specific advance notification period is applicable to **all service activities**. The Company will work cooperatively with the Customer to determine the **reasonable** notification requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

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**SECTION 2 RULES AND REGULATIONS (con. t)****2.5 Liability of the Company**

2.5.1 The Company shall not be liable for any claim, loss, expense, or damage for any interruption, delay, error, omission, or defect in any service, facility of transmission provided under this tariff, i-f caused an act of God, fire, war, civil disturbance, act of government or due to any other causes beyond the Company's control.

2.5.2 The Company shall not be liable for, and shall be fully **indemnified** and held-harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, **infringement** of copyright or patent, unauthorized use of any trademark, creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

2.5.3 No agent or **employee of** any other carrier or entity shall be deemed to be an agent or employee of the Company.

2.5.4 ~~The company's~~ liability, resulting in whole or in part from or arising 'in **connection with** the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defect-s ~~shall not exceed~~ an-amount equal to the charges provided for under this tariff for the long distance **call** for the period- during which the call was affected. No other liability in any event-'shall attach to the ~~Company except as ordered by the Commission.~~

2.5.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other **action or** any **liability** whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction-o-f-the-premises of any

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## SECTION 2 RULES AND REGULATIONS (con.t)

## 2.5 Liability of the Company, (con.t)

Customer or any other entity or any other property whether owned or controlled-by the Customer or others.

2.5.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.

2.5.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express or implied, **INCLUDING** WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 2.6 Allowances for Interruptions in Service

A credit allowance will be given for interruptions of service, subject to the provisions of this section.

## 2.6.1 Credit for Service Interruptions

A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption in service is considered to exist when a circuit, service or facility is unusable.

An interruption period begins when the Customer reports a circuit, service or facility to be interrupted and releases it for testing and repair; An interruption period ends when the circuit, service or facility is operative.

If the Customer reports an interruption but declines to release the circuit, service or facility for testing and repair, no-interruption period will be deemed to exist.

## SECTION 2 RULES AND REGULATIONS (con.t)

## 2.6 Allowances for Interruptions in Service, (con.t)

## 2.6.1 Credit for Service Interruptions, (con.t)

A credit allowance is applied on a pro rata basis, dependent on the duration of the interruption, against the monthly recurring charges payable by Customer under this tariff, and shall be expressly indicated on the next Customer bill. Only those facilities on an interrupted portion of a circuit or service will receive a credit.

For calculating credit allowances, every month is considered to have 30 days. The credit allowance(s) for an interruption or for a series of interruptions shall not exceed any applicable monthly rates. A credit is issued after 24 hours of a service interruption.

## 2.6.2 Limitations on Allowances

No credit allowance will be made for:

(a) interruptions due to the negligence of; or noncompliance with the provision? of this tariff by, the Customer, authorized user or joint user.

(b) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

(c) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

(d) interruptions of service during a period when the Customer has released service to the Company for maintenance purposes- or for implementation of a Customer order for a change in service arrangements; and

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## SECTION 2 RULES AND REGULATIONS (con.t)

## 2.6 Allowances for Interruptions in Service, (con.t)

## 2.6.2 Limitations on Allowances, (con.t)

(e) interruption of service due to-circumstances or causes beyond the control of Company.

## 2.7 Obligations of the Customer

The obligations of the Customer shall include the following:

(a) The Customer shall be responsible for any damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer.

(b) The Customer shall provide at no charge, as specified by the Company, any--personnel, equipment, space, power, heating and air conditioning needed- to operate, and maintain a proper operating environment for the Company's facilities and equipment installed on the Customer's premises;

(c) If required- by the Company, the Customer shall obtain, maintain, and otherwise have fully responsibility for all **rights-of-way** and conduit necessary for installation of the Company's facilities from the building entrance or property line to the location of the Company% equipment space on the

**Customer's** premises. The Customer may be required to bear **any** costs associated with obtaining and maintaining the **rights-of-way** described. herein, including building modification costs. The Customer shall also be responsible for complying with all applicable laws, and obtaining all required permits or other approvals related to the location and installation of the **Company's** facilities and equipment in the Customer's premises or within the rights-of-way for which the Customer is **responsible**. The Customer and the Company may mutually agree to enter into a contract under which the Company will -provide some. or all such **non-**regulated services and facilities.

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## SECTION 2 RULES AND REGULATIONS (con.t)

## 2.7 Obligations of the Customer, (con.t)

(d) The Customer shall grant or obtain permission for the Company's employees or agents to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or removing the facilities or equipment of the Company and/or inspecting the Customer-provided equipment which is connected to the Company's facilities.

(e) The Customer shall be responsible for the provision, operation and maintenance of any Customer-provided terminal equipment connected to the Company's equipment and facilities, and for ensuring compatibility with the Company's equipment and facilities. The Customer shall be responsible for ensuring that the Customer-provided equipment shall not cause damage to the Company's equipment, facilities and wiring or injury to the Company's employees or to other persons. Upon the Company's request, the Customer will submit to the Company a complete manufacturer's specification sheet for each item of the Customer provided equipment that is or is proposed to be attached to the Company's facilities. The Company may provide, at the Customer's expense, any additional protective equipment required; in the sole opinion of the Company, to prevent damage or injury resulting from the connection by any Customer-provided equipment.

(f) The Customer warrants that the services pursuant to this tariff are intrastate in nature.

(g) The Customer shall cooperate with the Company to plan, coordinate and undertake any actions required to maintain maximum network capability following natural or manmade disasters which affect telecommunications services.

(h) The customer is responsible for any late payment charges incurred as specified in this tariff.

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## SECTION 2 RULES AND REGULATIONS (con.t)

## 2.8 Use of Service

## 2.8.1 Prohibited Uses

The Customer shall not use or allow the use of the Company's facilities or equipment installed at the Customer's premises for any purpose other than that for which the Company provides it, without the prior written consent of the Company.

## 2.8.2 Abuse

The abuse of Company Services is prohibited. Abuse includes, but is not limited to, the following activities:

(a) Using service to make calls which might reasonably be expected to frighten, torment, or harass another; or

(b) Using service in such a way that it interferes unreasonably with the use of Company services by others.

## 2.8.3 Fraudulent Use

The fraudulent use of; or the intended or attempted fraudulent use of service is prohibited. Fraudulent use consists of using or attempting to use service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service including but not limited to:

(a) Rearranging, tampering with, or making connections not authorized by this tariff to any network components used to furnish service; or

(b) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices, or electronic devices.

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## SECTION 2 RULES AND REGULATIONS (con. t)

## 2.9 Customer Equipment and Channels

## 2.9.1 General

A Customer ~~may transmit~~ or receive information or signals via the facilities of the Company. The ~~-Company's~~ services are designed primarily for the ~~transmission~~ of voice-grade telephonic signals, except as otherwise stated in this tariff. A ~~Customer may transmit~~ any ~~form~~ of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services ~~will~~ be suitable for purposes other than voice-grade telephonic communication except as **specifically stated** in this tariff.

## 2.9.2 Interconnection of Facilities

(a) ~~Any~~ special- interface equipment necessary to achieve compatibility between the facilities and ~~equipment of the~~ Company used for furnishing Communications Services and the channels, facilities, or equipment of others ~~shall~~ be provided at the Customer's expense.

(b) ~~Communications Services may~~ be- connected to the services or facilities of other communications carriers only when authorized. by, and in accordance with, the terms and conditions of ~~the tariffs or tariffs of the other communications carriers~~ which are applicable to such connections.

(c) Facilities ~~furnished~~ under this tariff may be connected to Customer provided ~~terminal~~ equipment in accordance-- with- the provisions of ~~this~~ tariff. All such terminal equipment shall be registered by the **Federal Communications Commission pursuant** to Part 68 of Title 47, Code of Federal Regulations; and all ~~User-provided wiring~~ shall ~~be installed~~ and maintained in compliance with those regulations.

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## SECTION 2 RULES AND REGULATIONS (con.t)

## 2.9 Customer Equipment and Channels, (con.t)

## 2.9.3 Inspections

(a) Upon suitable notification to the Customer, and at a reasonable time, the Company may ~~make~~ such tests and ~~inspections~~ as may be ~~necessary to determine~~ that the Customer is complying with the requirements set forth herein for the installation, operation, and maintenance of Customer-provided facilities; equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

(b) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any ~~need for~~ further ~~corrective~~ action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the ~~Company may take whatever~~ additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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## SECTION 2 RULES AND REGULATIONS (con.t)

## 2.10 Payments

Obligations of the Customer with regard to payments shall include:

(a) The Customer shall pay outstanding charges in full within 30 days of the invoice date. Monthly recurring charges invoiced on or about the first of the month for which the charges apply. Amounts not paid within thirty (30) days ~~after the date of the~~ invoice are considered delinquent and are subject to Late Payment Charges as outlined in this tariff.

The Customer is responsible for safeguarding the service from use by unauthorized persons, and to pay all charges for use of the service by any persons whether or not authorized by the Customer, except in those instances where it has been determined that the Customer's present and former employees, agents and authorized users were not responsible for calls billed to the Customer via third party billing and the Company did not verify that the charges for the call would be accepted. The Customer is not responsible for unauthorized use of service to the extent such use is proximately caused by the Company's willful or negligent act.

(b) If required by the Company, the Customer shall make an advance payment before services are furnished, which advance payment will be credited to the Customer's initial bill. The Company may require such an advance payment, if the Company considers this action necessary to safeguard its interests.

(c) The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of the Company's services.

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## SECTION 2 RULES AND REGULATIONS (con. t)

## 2.10 Payments, (con. t)

(d) A ~~service~~ charge- shall be imposed for any payment for which a draft is returned for insufficient funds.

(e) Any Customer who has been underbilled for services rendered will be notified by the Company-upon the discovery of the ~~underbilling~~. Notification- will include the reason(s) that the underbilling occurred.. The Customer is responsible for payment of ~~unbilled~~ charges for services rendered up to and including ~~twenty-four~~ (24) months prior to the ~~issuance~~ of-the ~~notification~~ to the Customer.

## 2.10.1 Late Payment Charge

A Late Payment Charge will apply to each Customer bill when the previous months bill has not been paid in full, leaving an unpaid ~~balance~~ carried forward; The late payment charge is applied to the total unpaid amount carried forward and is included-in the ~~total~~ amount due on the ~~current~~ month's bill. The amount of the late payment penalty shall be ~~indicated on the Customer's~~ bill.

## 2.10.2 Disputed Bills

Any Customer who disputes a portion of a bill rendered for Company services shall pay the undisputed portion of the bill and provide- written notice to the Company that such unpaid amount is in dispute within thirty (30) days of receipt of- the ~~bill~~. If' such written or ~~verbal~~ notice is not received by the Company within thirty (30) days as indicate& ~~above~~, the ~~bill statement~~ shall be deemed to be correct and payable in full by the Customer.

(a) In the event a Customer and the Company cannot resolve the dispute to their mutual satisfaction, the Customer- ~~may~~ contact' the ~~Corporation~~ Commission of Arizona, 602-542-3477, in accordance with the Commission's rules of procedure.

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## SECTION 2 RULES AND REGULATIONS (con.t)

## 2.10 Payments, (con.t)

## 2.10.2 Disputed Bills, (con.t)

(b) Once the investigation is completed the Customer shall submit payment of any outstanding amounts deemed due, to the Company, within five (5) working days.

## 2.10.3 Moves Adds and Changes

Upon written request from the Customer, the Company will transfer an existing service from one location to another, change from one class of service to another, or add additional services or features to specific lines and equipment. The Company may charge the

Customer a non-recurring charge for such service.

## 2.11 Grounds for Refusal of Service

The Company may refuse to establish service if any of the following conditions exist:

(a) The Company will provide five working days written notice of refusal of service for the following: (1) non-payment of bills; and/or (2) non-compliance with Commission Regulations or Company Rules and Regulations as filed with the Arizona Public Services Commission.

(b) The Company will not provide notice of refusal of service under the following conditions-r (1) tampering with equipment owned by the company; (2) in the event of unauthorized- or fraudulent use of service; and/or (3) customer use of equipment in such a manor as to adversely effect the company.

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## SECTION 2 RULES AND REGULATIONS (con.t)

## 2.11 Grounds for Refusal of Service, (con.t)

(c) The Company will provide notice of refusal of service within a **reasonable** time-frame under the following conditions: (1) violation of state or municipal law, regulation, or pertinent ordinance to telecommunications services; (2) use of service for any other purpose than describe herein; and/or (3) for neglect/refusal to provide reasonable access to the Company for purposes of inspections **and** maintenance of equipment owned by the Company.

## 2.12 Customer Request of Cancellation

The Company will, upon Customer request, discontinue or suspend services.

## 2.13 Cancellation of Service

If the Customer cancels a service order or terminates service before the completion of the term of service specified in the service order for any reason, the Customer agrees to pay to the Company all costs, fees, and expenses reasonably incurred in connection with **special** construction and with the term of service. In addition, the Customer may be liable for termination charges up to a maximum amount **equal** to the total of charges applicable for the remaining term specified in the service order.

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## SECTION 2 RULES AND REGULATIONS (con. t)

## 2.14 Termination of Service

(a) After the expiration of the initial contract period and if no new contract period is agreed upon, in writing, by the Company and Customer, service may be terminated upon 30 days advance notice to the Company and payment of all charges due to the date of termination of the service, including charges calculated at a month-to-month rate after the expiration of the contract period.

(b) Prior to the expiration of the initial contract period, service may be terminated upon 30 days advance notice to the Company and upon payment of the termination charges hereinafter provided, in addition to all charges for the period service has been rendered.

(c) The Customer is liable for termination charges up to a maximum amount equal to the total charges applicable for the remaining contract term.

(d) The Customer may terminate service prior to the expiration of the term without liability if the Customer orders new service through the Company with a length and a minimum monthly billing commitment exceeding the original agreement. The former service will terminate on the start date of the new service.

## 2.15 Restoration of Service

A reconnection charge shall be imposed on any Customer whose service has been discontinued pursuant to the provisions of this tariff.

Should the Customer request that service be restored during a period other than regular working hours, such as evenings or weekends, the Customer may be required to pay an after-hour charge for service reconnection.

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## SECTION 2 RULES AND REGULATIONS (con.t)

## 2.16 Assignment

The Company may, without obtaining any further consent from the Customer, assign any of its rights, privileges or obligations under this tariff: to **any** subsidiary, parent company or affiliate of the Company; pursuant to any sale or transfer of substantially **all** the business of the Company; or pursuant to any financing, merger or reorganization of the Company.

The Customer may, upon prior written consent of the Company, which consent shall not be unreasonably withheld, assign its fights, privileges or obligations under **this** tariff: to any subsidiary, parent company or affiliate of the Customer; pursuant to any sale or transfer **of** substantially all the business of the Customer; or pursuant to any financing, merger or reorganization **of** the Customer. The Company reserves the right to terminate service if the Customer makes any assignment, transfer, or **disposition of** its rights, privileges or obligations under this tariff without the consent of the Company. Any **lawful** successor to the Customer, or any other entity which accepts Company's service shall be obligated to pay to Company any amounts due.

## 2.17 License, Agency or Partnership

No license, expressed- or **implied**, is granted by the Company to the Customer by virtue of an agreement for the furnishing of service hereunder. **Neither** the Customer nor any joint or authorized users shall represent or otherwise indicate to its Customers or others that the Company jointly participates in the Customer's or joint user's services. The relationship between the Company and the Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency **agreement**, unless such relationship or agreement is expressly agreed to in writing by both the Company and the Customer.

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SECTION 2 RULES AND REGULATIONS (**con. t**)

## 2.18 Proprietary Information

Neither the Company nor the Customer or any joint or authorized user **shall disclose** any **plans**, drawings, trade Secrets or other proprietary information of the other party which is made known in the **course** of the **furnishing of** service **hereunder**, except as may be required by law, without prior written **consent**.

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**Robert E. Heath, Vice President**  
9401 **Indian** Creek Parkway, Suite 140  
Overland Park, Kansas 66210



## SECTION 3 DESCRIPTIONS OF SERVICES

## 3.1 Description of Rates and Charges

## 3.1.1 Application of Charges

Long Distance Communications Service includes recurring and nonrecurring charges. Stabilized recurring charges may be offered on- ~~a~~ Customer specific basis where service demands or competitive necessity justify such charges. Recurring charges consist of flat-rated monthly and usage-sensitive charges. Service also ~~may~~ include a Minimum Charge. Nonrecurring- charges for installation of a service and additions to service, as well as a Termination Charge and Cancellation Charge, are also included.

(a) Non-Recurring Charges: Non-Recurring Charges are billed in advance.

(b) Recurring Charges: Recurring Charges, including usage-sensitive charges, are billed in arrears.

## 3.2 Taxes

The Customer will ~~be billed~~ for, and is responsible for payment of any taxes, surcharges, fees or assessments (excluding taxes on the Company's net income) imposed on or based upon provision, sale or use of the Company's services.

## 3.2.1 Jurisdiction

When the location of the calling and the called stations is a factor in rate determination, the rate is calculated according to -whether the termination of the call is intrastate, interstate or international. This tariff contains rates for intrastate-calls only.

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**SECTION 3 DESCRIPTIONS OF SERVICES, (con.t)****3.3 Service Offerings****3.3.1 AFN Switched Long Distance Service**

AFN Switched Long Distance Service is a usage based direct dialed interexchange service, which utilizes switched access facilities, from equal access locations, on the originating end of each call. Calls are billed in six (6) second increments. All charges are billed monthly in arrears.

**3.3.2 AFN Switched Toll-Free Service**

AFN Switched Toll-Free Service provides Toll-Free calls to terminating points throughout the state of Arizona which utilizes switched access facilities, from equal access locations, on the terminating end of each call. Charges for the Toll-Free calls are billed to American Fiber Network, Inc.'s Customers rather than the caller. Calls are billed in six (6) second increments with an initial call duration of six (6) seconds. All charges are billed monthly in arrears.

**3.3.3 AFN Dedicated Long Distance Service**

AFN Dedicated Long Distance Service is a flat rate direct dialed interexchange service which utilizes dedicated access facilities on the originating end of each call. Calls are billed in six (6) second increments with an initial call duration of six (6) seconds. All charges are billed monthly in arrears.

**3.3.4 AFN Dedicated Toll Free Service**

AFN Dedicated Toll Free Service provides inbound '800/888' calling to points terminating within the State of Arizona utilizing dedicated access facilities on the terminating end of each call. Charges for the '800/888' calls are billed to the Company's Customers rather than to the originating caller. Calls are billed in six (6) second increments with an initial call duration of eighteen (18) seconds. All charges are billed monthly in arrears.

## SECTION 3 DESCRIPTIONS OF SERVICES (con.t)

## 3.3 Service Offerings, (con.t)

## 3.3.5 AFN Advantage Travel Card Service

AFN Travel Card Service is a calling card service that allows Customers to call to and from anywhere in the Arizona. The- **caller**- dials a Toll-Free number plus their identification code for access and then enters the digits of the terminating number. Calls are **billed** in arrears.

## 3.3.6 Operator Services

Operator Service- **rates** apply when calls are completed with the assistance of a Company operator. Operator Service rates apply to **calls** which are billed to a calling card or to a different telephone number (e.g., collect calls, third party billing).

## 3.3.7 Directory Assistance Service

Directory Assistance Service provides telephone number information to the requesting Customer. Non-published telephone number information is not provided with Directory Assistance. Two queries are allowed per **call**.

3.3.8 Prepaid ~~Phone Card~~ Service

Prepaid Phone Card Service provides a User with prepaid **calling service** for- long distance calling within the State of Arizona. Prepaid Phone Card Service provides universal origination **and** termination from and to **anywhere** within the state. A call is placed by dialing an 800 number to obtain access **to AFN's network**. The caller is prompted by an automated voice response system to enter his/her account number, and then to enter the terminating telephone number.

The Company's processor tracks the **call** duration and **destination for** rating-purposes- on- a- real time basis, such that the cards are decremented as **used** in one minute increments or units. The total charge for the call, which includes applicable taxes, surcharges and set up, is deducted from&--prepaid **amount on the** user's card.

**SECTION 3 DESCRIPTIONS OF SERVICES (con.t)****3.3 Service Offerings, (con.t)****3.3.8 Prepaid Phone Card Service, (con.t)**

To place a **long distance** call using the Prepaid Phone Card the user dials the toll free 800 access number provided on the back of the card (to access the debit calling platform), enters the card identification number, and then dials the **terminating** phone number. The **platform** monitors usage and advises the user of remaining time at the final one minute and at the final thirty (30)**second** increments. The platform also advises the user immediately prior to exhaustion of the allotted time for the card. The user may recharge a card or by entering a valid commercial credit card number. Users may also add **value** to an AFN Prepaid Phone Card by arranging to charge a credit card on a regular basis.

**3.3.9.A Application of Rates**

Calls processed by the Company are rated **and charged in increments** of one "units". One unit equals one minute of usage. Calls are generally rated using the rate plan **designated** and chosen for the particular card being utilized to place a call.

Chargeable time begins when the called party answers and a connection has been **established**. Chargeable time ends **when** either party "hangs up" thereby releasing the network connection. Calls are measured and billed in one-minute increments; **fractional minutes of use are** rounded up to the next full minute. Consumers using the **Company's** Prepaid- Phone Cards will not be charged for unanswered or uncompleted calls. The Company may enter into agreements with retailers or other distributors of the Company's Prepaid Phone Cards to discount the price of cards purchased by a particular retailer or other distributor in order to induce the distributor to offer the cards to End Users. These distribution arrangements will not affect a change in the rates listed in this tariff.

SECTION 3 DESCRIPTIONS OF SERVICES (**con.t**)3.3 Service Offerings, (**con.t**)3.3.8 Prepaid Phone Card Service, (**con.t**)

## 3.3.9.B Other Taxes and Surcharges

The Customer will be charged for, and is responsible for payment of any other taxes, surcharges, fees or assessments (excluding taxes on the Company's net income) imposed on or based upon **provision**, sale or use of the Company's services.

The Customer agrees to pay to the Company the amount of any Surcharge which a **Local** Exchange Carrier or **Payphone** Provider **may** collect from or which the Company's underlying carrier(s) **may** impose on the Company for any services or facilities used to provide service, including but not limited to Special Access Surcharges and Switched Access Surcharges.

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**SECTION 3 DESCRIPTIONS OF SERVICES (con.t)****3.4 Optional Features****3.4.1 Diskette Billing**

Diskette Billing is a software application that gives Customers the ability to view and analyze long distance calls and call patterns, and to view phone bills on-line. Diskette Billing is especially useful for those Customers with a high volume of long distance phone calls.

**3.4.2 Direct Termination Overflow (DTO) Dedicated Service** With **DTO Dedicated- Service**, Customers can choose to have their dedicated Toll Free service overflow automatically to another **dedicated facility** of their choosing.

**3.4.3 Direct Termination Overflow (DTO) Switched Service** With **DTO Switched Service**, Customers can choose to have their dedicated Toll Free service overflow automatically to a switched line of their choosing.

**3.4.4 Premium Reports**

The Premium Report Package provides in-depth information regarding calling patterns and includes:

- (a) Standard Reports (including optional)
- (b) Toll Free Summary Data (listing the daily call totals by rate **period/cost** per toll free number)
- (c) Long Call Summary (listing all calls occurring during a billing cycle that exceed a **specified length** of time.)
- (d) Frequently Called Summary (listing all **ANIs** called more than a **specified** number of times).

**3.4.5 Toll Free Call Blocking by Area Code**

At the **Customer's** request, a Toll Free number can be blocked from access by area code parameters. Standard setup of Toll Free numbers is to allow calling access from all fifty states.

SECTION 3 DESCRIPTIONS OF SERVICES **(con.t)**3.4 Optional Features, **(con.t)**

3.4.6 Toll Free Real Time Automatic Number Identification (**ANI**). This feature provides Customers with dedicated T-1 trunks real time **ANI** information with each Toll Free call received. **ANI** is provisioned by delivering the outpulsed digits of the originating number.

3.4.7 Toll **Free** Dialed Number Identification Service (DNIS) This feature provides the Customer with the dialed number identification, or dummy number, of each Toll Free received.

3.4.8 Toll-Free Time of Day/Day **of Week** Routing

At the Customer's request, a Toll-Free number can be routed differently **based** on time of day, or day of week parameters. This feature allows for a Toll-Free/888 number to be routed to multiple locations based. on the pre-set pattern.

## 3.4.9 Verified-Account Codes

Authorization codes used by the Customer to restrict and/or monitor long distance usage. Upon the Customer's request, 1+ dialing is limited to callers with authorized access. The caller **dials the 1+ number, is prompted for the code,** and then connects to the dialed **party. This feature is only** utilized at the Customer's request.

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**SECTION 3 DESCRIPTIONS OF SERVICES (con.t)****3.5 Calculation of Distance**

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by **applying** the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V & H Coordinates Tape and Bell's NECA

**FORMULA:**

The square root of:

$$\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}$$

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## SECTION 4 RATES

## 4.1 Initial Rates and Charges

4.1.1 AFN Switched Long Distance Service; AFN Switched Toll-Free Service; AFN Advantage Travel Card Service; **Operator** Services:Per Minute Rate **\$0.30**

## Service Charges

Station-to-Station **\$1.75**Person-to-Person **\$3.25**Per Minute Rate **\$0.30****Service** Charges

Station-to-Station \$1.75

Person-to-Person **\$3.25**

## 4.1.2 Travel Card Service Rate:

Per Minute Rate	Monthly Billing Fee
0.100	<b>7.00</b>
0.150	<b>6.50</b>
<b>0.200</b>	<b>6.00</b>
<del>0.250</del>	<b>5.50</b>
<b>0.300</b>	<b>5.00</b>
<b>0.350</b>	<b>4.50</b>
<b>0.400</b>	<b>4.00</b>
<del>0.410</del>	3.00
<b>0.420</b>	<b>3.00</b>
<b>0.430</b>	<b>2.50</b>
<b>0.450</b>	<b>2.00</b>
<del>a.500</del>	1.00

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## SECTION 4 RATES, (con.t)

## 4.1 Initial Rates and Charges, (con.t)

## 4.1.3 Directory Assistance Rates:

\$1.10 per call (two queries per call)

## 4.1.4 Prepaid Phone Card Service:

Initial Rates and Charges

Rate per minute

\$0.50	No Call Set Up Fee
\$0.35	
\$0.25	

Call Set Up

Per Call \$1.00 Maximum

Monthly Maintenance Fee

Per Month \$1.00 Maximum

## 4.2 Promotions

The Company reserves the right, from time to time, to provide promotional offerings. These offerings may include the waiver of non-recurring charges, such as installation charges, and the discounting of the monthly charge for a service, by not more than 15%, over a period of time not to exceed six (6) months. All promotional rates will be filed with the Arizona Corporation Commission.

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**SECTION 4 RATES, (con.t)**

## 4.3 Miscellaneous Charges

## 4.3.1 Restoration of Service

A reconnection charge of \$50.00 shall be imposed on any Customer whose service has been discontinued pursuant to the provisions of this tariff.

## 4.3.2 Late Payments

A Late Payment Charge of 1.50 percent (1 1/2%) will apply to each Customer bill when the previous months bill has not been paid in full.

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